

# GIS REGISTRY INFORMATION

<b>SITE NAME:</b>	Eagle's Nest Island			<b>FID #</b>	
<b>BRRTS #:</b>	03-64-000575			<b>(if appropriate):</b>	
<b>COMMERCE #</b> (if appropriate):	54540-9771-33				
<b>CLOSURE DATE:</b>	September 16, 2003				
<b>STREET ADDRESS:</b>	7233 Big Lake Rd				
<b>CITY:</b>	Land O Lakes				
<b>SOURCE PROPERTY GPS COORDINATES</b> (meters in WTM91 projection):			<b>X =</b> 563504	<b>Y =</b> 636874	
<b>CONTAMINATED MEDIA:</b>	Groundwater		Soil	<b>X</b>	Both
<b>OFF-SOURCE GW CONTAMINATION &gt;ES:</b>	Yes		No		<b>X</b>
• <b>IF YES, STREET ADDRESS:</b>					
• <b>GPS COORDINATES</b> (meters in WTM91 projection):		<b>X =</b>		<b>Y =</b>	
<b>OFF-SOURCE SOIL CONTAMINATION</b> >Generic or Site-Specific RCL (SSRCL):		Yes	No	<b>X</b>	
• <b>IF YES, STREET ADDRESS 1:</b>					
• <b>GPS COORDINATES</b> (meters in WTM91 projection):		<b>X =</b>		<b>Y =</b>	
<b>CONTAMINATION IN RIGHT OF WAY:</b>		Yes	No	<b>X</b>	
<b><u>DOCUMENTS NEEDED</u></b>					
Closure Letter, and any conditional closure letter issued					<b>X</b>
Copy of most recent deed, including legal description, for all affected properties					<b>X</b>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					
County Parcel ID number, if used for county, for all affected properties					
<b>Location Map</b> which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<b>X</b>
<b>Detailed Site Map(s) for all affected properties</b> , showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					<b>X</b>
<b>Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)</b>					<b>X</b>
<b>Tables of Latest Soil Analytical Results (no shading or cross-hatching)</b>					<b>X</b>
<b>Isoconcentration map(s), if required for site investigation (SI)</b> (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					
<b>GW: Table of water level elevations, with sampling dates, and free product noted if present</b>					
<b>GW: Latest groundwater flow direction/monitoring well location map</b> (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)					
<b>SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour</b>					<b>X</b>
<b>Geologic cross-sections, if required for SI.</b> (8.5x14' if paper copy)					
<b>RP certified statement that legal descriptions are complete and accurate</b>					<b>X</b>
<b>Copies of off-source notification letters (if applicable)</b>					
<b>Letter informing ROW owner of residual contamination (if applicable)</b> (public, highway or railroad ROW)					
<b>Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure</b>					



September 16, 2003

Robert Baldassari  
E19126 Roddis Rd  
Watersmeet, MI 49969

RE: **Final Closure**

**Commerce # 54540-9771-33**      **WDNR BRRTS # 03-64-000575**  
Eagle's Nest Island, 7233 Big Lake Rd, Land O Lakes

**Fuel Oil Spill** - adjacent to 1500-gallon fuel oil tank

Dear Mr. Baldassari:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, Sand Creek Consultants Inc, for the site referenced above. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil contamination.

During the final groundwater sampling event conducted on June 1, 2003, the preventive action limit (PAL) for chrysene was exceeded at test pit number one, at 0.072 parts per billion. Commerce is issuing a PAL exemption, per NR 140.28(2), Wis. Adm. Code, for chrysene at the referenced property.

It is understood that contaminated soils excavated in 1993 were stockpiled on-site to be passively remediated. Analytical results of soil samples retrieved from this stockpile in 1997 did not reveal detections of gasoline range organics, diesel range organics or petroleum volatile organic compounds above method detection limits. Therefore, Commerce is closing the soil stockpile in conjunction with closing this site.

The data presented by your consultants is consistent with their contention that the petroleum release in the vicinity of the 1500-gallon fuel oil UST is related to surface spillage of fuel oil as opposed to a leaking underground fuel oil tank. If it had been determined that the source of the release was the fuel oil tank the site could not be closed under NR 726 until the fuel oil tank had been removed. Because the release has been determined to be from surface spillage and not from an eligible tank system you will not have PECFA reimbursement eligibility related to this cleanup. Commerce expects that no claim will be submitted for the investigative or remedial actions completed at this site.

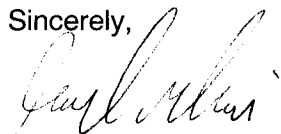
It is my opinion that because the 1500-gallon steel fuel oil UST is greater than fifty years old and is located in an area where groundwater lies approximately five foot below the surface, it is

certainly possible that the fuel oil tank may be a source of a release in the future. I believe this tank system should be removed, or replaced to prevent a future release to the environment. However, because Comm 10 upgrade requirements for home heating oil tanks have been superseded by state statute which exempts home heating oil tanks from the required Comm 10 upgrade, we cannot require that the tank be removed or replaced unless it is the source of a release. If in the future a release is discovered related to the tank system it shall be reported to the WDNr and a new BRRTS number will need to be assigned to the site.

It is in your best interest to keep all documentation related to the environmental activities at your site. If residual contamination is encountered in the future, it must be managed in accordance with all applicable State and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 261-2515.

Sincerely,



David E. Blair  
Hydrogeologist  
Site Review Section

cc: Brenda Halminiak, Sand Creek Consultants Inc  
Case File

270898

VOL 581 PAGE 444  
EXHIBIT D

RECORDED

FEE

77.25(14)  
EXEMPT

JUN 14 1991

2:20 PM  
Alona Richter  
REGISTER OF DEEDS, VILAS CO., WIS.

STATE OF WISCONSIN

CIRCUIT COURT

VILAS COUNTY

-----  
FIRST INTERSTATE BANK OF WISCONSIN,  
A State Banking Association, n/k/a  
NORWEST BANK WISCONSIN EAST CENTRAL,

Plaintiff,

vs.

AMENDED SHERIFF'S  
DEED ON FORECLOSURE

THEODOR F. BILHARZ and ANN G. BILHARZ  
a/k/a ANN C. BILHARZ, his wife and THE  
DEAGUERO TESTAMENTARY TRUST, and WILLIAM  
B. DAVIES.

Case No. 90 CV 35

Defendants.  
-----

WHEREAS, pursuant to a Default Judgment of Foreclosure rendered in the Circuit Court of Vilas County, on August 22, 1990 NUNC PRO TUNC June 19, 1990, in an action between Plaintiff, First Interstate Bank of Wisconsin, a State Banking Association, n/k/a Norwest Bank Wisconsin East Central and principal Defendants, Theodor F. Bilharz and Ann G. Bilharz a/k/a Ann C. Bilharz, his wife, The Deaguero Testamentary Trust, and William B. Davies, Case No. 90 CV 35, and after due advertisement, the mortgaged premises as described in Plaintiff's Complaint to Foreclose and hereafter was set for sale with said sale taking place on February 26, 1991, thereat sale was made to First Interstate Bank of Wisconsin n/k/a Norwest Bank Wisconsin East

1

WHEREAS, First Interstate Bank of Wisconsin n/k/a  
Norwest Bank Wisconsin East Central, entitled to a conveyance  
according to law, has assigned its right to receive title to the  
mortgaged premises to Robert Baldassari ;

NOW, THEREFORE, the undersigned, in consideration of the bid and receipt thereof given which is hereby acknowledged and at the direction of First Interstate Bank of Wisconsin n/k/a Norwest Bank Wisconsin East Central, conveys to Robert Baldassari

\_\_\_\_\_ the following tract of land in the  
Town of Land O'Lakes, Vilas County, Wisconsin, namely:

Government Lots 2 and 6 in Section 13, Township 43 North, Range 8 East of the Fourth Principal Meridian, Town of Land O'Lakes, Vilas County, Wisconsin. (Government Lots 2 & 6 are islands.)

Government Lot 10 in Section 24, Township 43 North, Range 8 East of the Fourth Principal Meridian, Town of Land O'Lakes, Vilas County, Wisconsin (Government Lot 10 is an island.)

A parcel of land extending Northerly to the Thorofare between West Bay Lake and Big Lake, described as follows:

Commencing at a point 150 feet West of a point 1320 feet Northerly of the Southeast corner of Government Lot 3 in Section 24, Township 43 North, Range 8 East, measured along the East boundary line of said Government Lot 3; thence North 650 feet, more or less, parallel to the East boundary line of said Government Lot 3 to the shore line of West Bay Lake; thence Northwesterly and Southwesterly along the South shore line of West Bay Lake and the South shore line of the Thorofare to a point 810 feet West of the East boundary line of said Government Lot 3; thence Southerly parallel to the East boundary line of said Government Lot 3 to a point 560 feet due West of the Place of Beginning; thence East 560

feet to the Place of Beginning, in Government Lot 3, Section 24, Township 43 North, Range 8 East;

**EXCEPTING THEREFROM:**

A parcel of land in Section 13, T43N, R8E, Land O'Lakes Township, Vilas County, Wisconsin, more particularly described as follows: Commencing at the meander corner where the East line of Section 24, T43N, R8E, intersects the Southerly shore of West Bay Lake, marked by a 1-1/4" iron pipe; thence N60°15'00"W, 1839.27 feet across West Bay Lake to a 1" iron pipe on an island lying between West Bay Lake and Big Lake, said 1" iron pipe being witnessed by a 14" Maple bearing N18°E, 8.4 feet and a 12" Cedar bearing N70°W, 17.8 feet; thence along the shore of the island S49°05'56"W, 86.31 feet; N83°49'56"W, 201.03 feet; N32°21'51"W, 351.80 feet; thence N38°19'44"E, 153.73 feet, and N14°00'20"W, 70.00 feet, and to the Place of Beginning, marked by a 1" iron pipe; Thence continuing along the shore of the island N14°00'20"W, 71.64 feet; N22°39'27"W, 126.33 feet, and N3°55'27"W, 166.00 feet to a 1" iron pipe; thence leaving the shore of the island, S86°38'07"E, 396.04 feet to a 1" iron pipe; thence S13°13'39"W, 350.14 feet to a 1" iron pipe; thence N87°00'58"W, 238.17 feet to the Place of Beginning. The above lateral lot lines extend Westerly to the shore of Big Lake.

ALSO EXCEPTING that part as described in Vol. 425 M/R, page 380 and that part as described in Vol. 451 M/R, page 546.

An easement for ingress and egress to County Trunk Highway B, so-called, over and along the old railroad grade in said Section 24, Township 43 North, Range 8 East, Vilas County, Wisconsin.

Property is to be sold and purchased in an "as is" condition, without any warranty, representation or guarantee as to its condition or fitness, and subject to all easements, restrictions, reservations and exceptions as may affect the chain of title, and further subject to the priority of all outstanding taxes and

special assessments, together with the interest and penalties as may be due thereon.

Dated this 14 day of June, 1991.

James D. Williquette  
JAMES D. WILLIQUETTE, Sheriff  
Vilas County, Wisconsin

STATE OF WISCONSIN )  
                              ) ss.  
VILAS COUNTY            )

On the 14 day of June, 1991, before me came James D. Williquette, known to be the individual and officer described in, and who executed as authorized by law the above conveyance, and acknowledged that he executed the same as such Sheriff for Vilas County, for the uses and purposes therein get forth.

Mary K. Lloyd  
Mary K. Lloyd, Notary Public  
Vilas County, Wisconsin  
My Commission Expires: 8-16-92

THIS DOCUMENT WAS PREPARED BY AND  
UPON RECORDING SHOULD BE RETURNED TO:  
DAVID E. McDONALD, JR.  
JACOBS, McDONALD, SILC, McDONALD  
& FAUERBACH, P.C.  
Attorneys for Plaintiff  
319 East Aurora Street 14-pd  
Ironwood, MI 49938  
906-932-0400

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 2-1982

THIS SPACE RESERVED FOR RECORDING DATA

275645

WARRANTY DEED

VOL. 595 PAGE 546

RECORDED

DEC 26 1991

1:15 PM  
*Donna L. Glinka*  
 REGISTER OF DEEDS, VILAS CO., WI

STANLEY M BROWN - UNMARRIED

conveys and warrants to ROBERT BALDASSARI

the following described real estate in VILAS County,  
 State of Wisconsin:

EXHIBIT A &amp; B ATTACHED

RETURN TO

ROBERT BALDASSARI  
 1230 N. ROSELLE ROAD  
 SCHAUMBURG, IL 60195

Tax Parcel No. 169-01

TRANSFER  
 \$82.50  
 FEB 3/1992

This IS \_\_\_\_\_ homestead property  
 (is) (is not)

Exception to Warranties: NONE

Dated this *twenty third* day of DECEMBER 1991

(SEAL)

(SEAL)

STANLEY M. BROWN

(SEAL)

(SEAL)

## AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not  
 authorized by § 708.08, Wis. Stats.)  
 This instrument was drafted by

ROBERT BALDASSARI

(Signatures may be authenticated or acknowledged. Both are  
 not necessary.)

## ACKNOWLEDGEMENT

STATE OF WISCONSIN

COOK

County

Personally came before me this *23rd* day of  
 DECEMBER 1991 the above named  
 STANLEY M. BROWN

to me known to be the person who executed the  
 foregoing instrument and acknowledged his name.

DONNA L. GLINKA

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRES 12/31/94

Notary Public

COOK

County XXX

My Commission is permanent. (If not, state expiration date:  
 8/17 1994)

Compliments of  
 NORTHERN TITLE & ABSTRACT CORP.

O'KEIDA COUNTY  
 125 E. Devenport, P.O. Box 218  
 Rhineland, WI 54501  
 (715) 368-3501

VILAS COUNTY  
 Arbutus Court, P.O. Box 877  
 Eagle River, WI 54521  
 (715) 479-6459

\* Names of persons signing in any capacity should be typed or printed below their signatures

WARRANTY DEED

STATE BAR OF WISCONSIN  
 Form No. 2 - 1982



VOL 595 PAGE 547

## Exhibit "A"

A parcel of land in Government Lot Six (6), Section Thirteen (13), Township Forty-three (43) North, Range Eight (8) East, Land O' Lakes Township, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the meander corner where the east line of Section 24, T43N, R8E, intersects the southerly shore of West Bay Lake, marked by a 1 1/4" iron pipe; thence North 60° 15' 00" West, 1839.27 feet across West Bay Lake to a 1" iron pipe on an island lying between West Bay Lake and Big Lake, said 1" iron pipe being witnessed by a 14" Maple bearing North 18° East, 8.4 feet and a 12" Cedar bearing North 70° West, 17.8 feet; thence along the shore of the island South 49° 05' 56" West, 86.31 feet; North 83° 49' 56" West, 201.03 feet; North 32° 21' 51" West, 351.80 feet; North 38° 19' 44" East, 153.73 feet, and North 14° 00' 20" West, 70.00 feet to the Place of Beginning, marked by a 1" iron pipe;

Thence continuing along the shore of the island North 14° 00' 20" West, 71.64 feet; North 22° 39' 27" West, 126.33 feet, and North 3° 55' 27" West, 166.00 feet to a 1" iron pipe; thence leaving the shore of the island, South 86° 38' 07" East, 396.04 feet to a 1" iron pipe; thence South 13° 13' 39" West, 350.14 feet to a 1" iron pipe; thence North 87° 00' 58" West, 238.17 feet to the Place of Beginning, including the land lying between the lakeshore baseline and the water's edge.

VOL 595 PAGE 548

EXHIBIT - A

The above lateral lot lines extend westerly to the shore of Rig Lake, including all riparian rights thereto. Also subject to mineral rights and reservations of record

Said parcel of land contains 2.84 acres.

Together with complete right for ingress and egress and to install and maintain electrical power and telephone lines over an easement through the intervening parcels to the south to the channel between West Bay Lake and Rig Lake, the centerline of which easement is more particularly described as follows:  
Commencing at the meander corner where the east line of Section 24 intersects the southerly shore of West Bay Lake, marked by a 1-1/4" iron pipe; thence N 60° 15' 00" W,

VOL 595 PAGE 549

## EXHIBIT - A

1839.27 feet across West Bay Lake to a 1" iron pipe on the island lying between West Bay Lake and Big Lake, said 1" iron pipe being witnessed by a 14" Maple, bearing N 16° E, 8.4 feet and a 12" Cedar bearing N 70° W, 17.8 feet; thence S 49° 05' 56" W, 86.31 feet and N 83° 49' 56" W, 60 feet to the place of beginning of said centerline.

Thence South 50 feet (more or less) to the northerly shore of the channel between West Bay Lake and Big Lake, said easement having a total width of 30 feet for this segment, lying 15 feet on each side of the centerline described. Thence again from the place of beginning of said centerline N 43° W, 173 feet; N 29° W, 60 feet; N 21° W, 83 feet; N 7° W, 74 feet; N 44° E, 74 feet and N 19° E, 116 feet to the southerly boundary of the parcel described herein and there terminating, said easement having a total width of 20 feet for these last six segments, lying 10 feet on each side of the centerline described.

Subject to an easement 20 feet in width for ingress and egress and for the purpose of installing and maintaining new electrical power and telephone lines for parcels to the north and south, the centerline of which easement is more particularly described as follows:

Commencing at the meander corner where the east line of Section 24 intersects the southerly shore of West Bay Lake marked by a 1-1/4" iron pipe; thence N 60° 15' 00" W, 1839.27 feet across West Bay Lake to a 1" iron pipe on the island lying between West Bay Lake and Big Lake, said 1" iron pipe being witnessed by a 14" Maple bearing N 16° E, 8.4 feet and a 12" Cedar bearing N 70° W, 17.8 feet; thence S 49° 05' 56" W, 86.31 feet; N 83° 49' 56" W, 60 feet; N 43° W, 173 feet; N 29° W, 60 feet; N 21° W, 83 feet; N 7° W, 74 feet; N 44° E, 74 feet and N 19° E, 116 feet to the place of beginning of said centerline on the southerly boundary of the parcel described herein.

Thence N 3° E, 42 feet; N 43° W, 159 feet and N 15° W, 204 feet to the northerly boundary of the parcel described herein and there terminating.

Subject to any other easements, restrictions, or rights of way of record or of use, and to a perpetual easement for public utilities.

Subject to restriction as to use which are covenants running with the land as set forth in Exhibit A, attached hereto and made a part hereof binding on the parties, their heirs and assigns., and Easement marked Exhibit B.

Together with an easement to use the landing described in Vol. 289 of Records, Page 100, Vilas County Records; to park two vehicles at a place to be designated by the grantor; to have the right to maintain a dock thereon with all recorded users and all users (easement holders) to share equally in the cost of maintenance and up-keep of said landing and dock, all without cost to the grantor, her heirs and assigns. Together with a further easement for ingress and egress from and to said landing to County Trunk B, so called over and along the old RR grade in Section 24, Township 43 North, Range 8 East, or over existing road being the same right, no more or less than this grantor received in that deed recorded in Vol. 209 of Records, Page 100, Vilas County Records. Easement grantees to share equally the cost of maintenance thereof without cost to grantor, her heirs and assigns.

EXHIBIT B.

VOL 595 PAGE 551

RESTRICTIVE COVENANTS

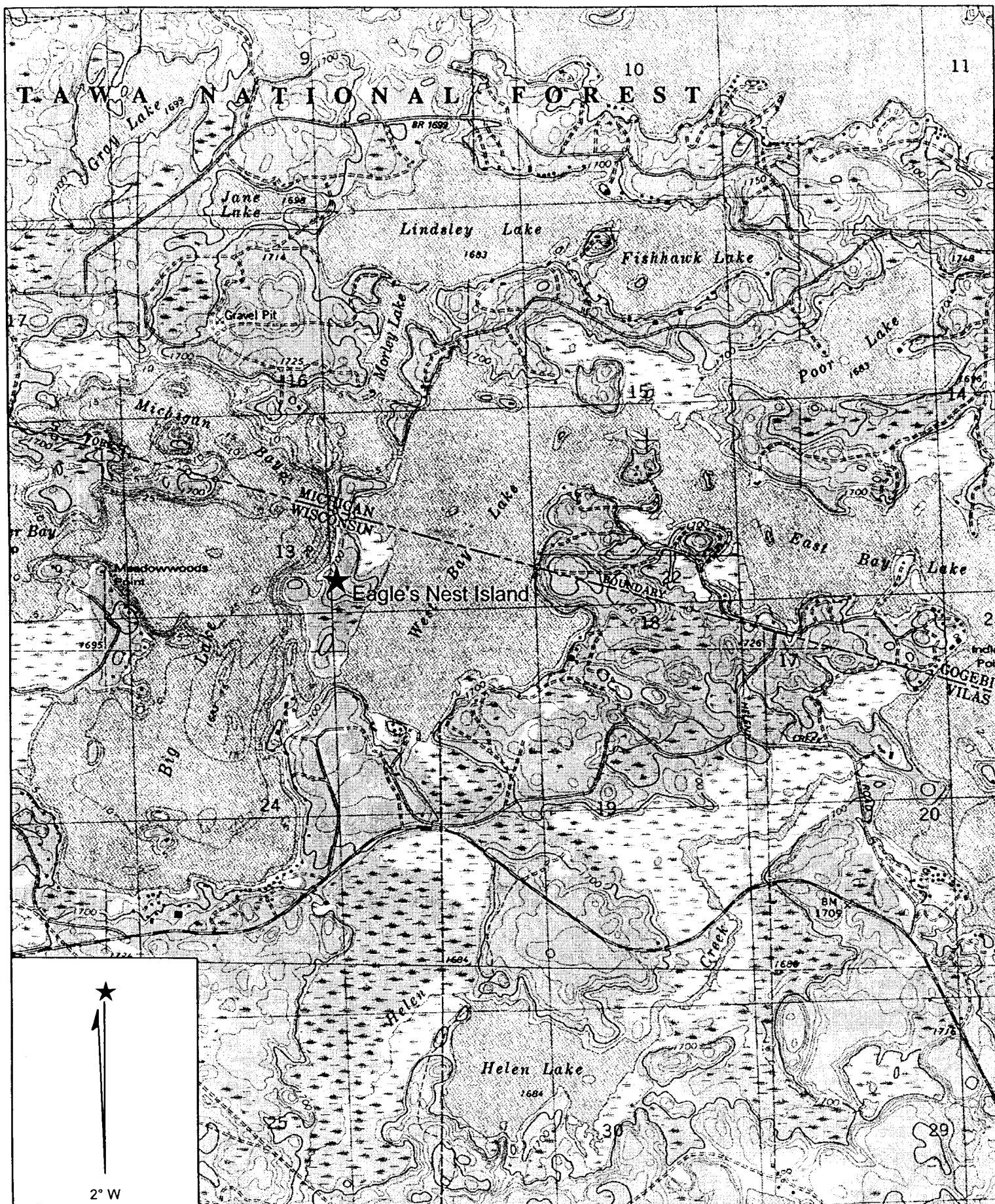
1. No building or structure of any kind whatsoever other than a single family dwelling house (along with standard outbuildings) shall be erected on the property, and any such dwelling house shall be used for residential purposes only. All buildings must be constructed not less than 25 feet from any lot line. No owner may subdivide his lot.
2. All exterior residential construction shall be completed within 12 months after the commencement of construction in the case of standard on-site construction and, in the case of a manufactured or prebuilt home, within 2 months after the commencement of construction.
3. No deciduous tree of more than 6 inches in diameter may be cut or removed unless such cutting or removal is necessary for construction purposes or unless the tree is diseased or has been damaged by a natural event such as lightning, wind or ice and creates a hazard to persons, buildings or other trees. With respect to coniferous trees, no more than 50% may be removed, but they may be removed at the owner's discretion.
4. No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a temporary or permanent residence. No livestock or poultry shall be kept on the property. No commercial activity of any kind may be conducted on the property.
5. The Township zoning regulations now in force shall be observed regarding the location and size of buildings on a lot.
6. No activity shall be permitted which is offensive or an annoyance or nuisance to adjoining lot owners.
7. No unconcealed refuse shall be permitted, nor shall an inoperative vehicle be kept on any lot except in an enclosed garage.
8. Household pets shall be restrained to the owner's property.
9. Each residence shall be connected to a proper septic tank or sewer system and no privy nor outhouse shall be permitted.
10. Each and all of the covenants and restrictions contained herein shall be deemed and construed to be continuing, and the extinguishment of any right or re-entry or reversion for any breach shall not impair or affect any of the covenants or restrictions so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants and restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants and restrictions; nor shall failure to enforce any one of such covenants and restrictions, either by forfeiture or otherwise, be construed as a waiver of any other covenant or restriction.

tion.

11. The purpose of these covenants and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to insure the preservation of each owner's investment in his home, and to maintain the desired tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners.

12. By the acceptance of a deed conveying title to property on the Eagle's Nest Island, whether or not said deed refers specifically to this Declaration of Covenants and Restrictions, every owner of property on the Eagle's Nest Island agrees to be bound by the covenants and restrictions and other provision contained herein.

13. That the restrictions, covenants and prohibitions herein contained are to run with the land and shall be binding on all parties or persons or corporations acquiring any part of the above described premises, until January 1, 1990, at which time said restrictions, covenants and prohibitions shall be automatically extended for successive periods of 10 years, unless by recorded action of a majority of the then owners of said lands above described by area, they shall agree to discontinue, modify or otherwise change any of said restrictions, covenants or prohibitions in whole or in part, it being understood that any mortgages, or other lien holders shall be included in these having an interest in the said lots, it being further understood that each owner, lien holder, or mortgagee shall have one vote for each parcel in which they have an interest.



Name: THOUSAND ISLAND LAKE  
 Date: 8/9/2003  
 Scale: 1 inch equals 2000 feet

Location: 046° 12' 02.6" N 089° 25' 32.8" W  
 Caption: Site Location of Eagle's Nest Island, Land O' Lakes, WI

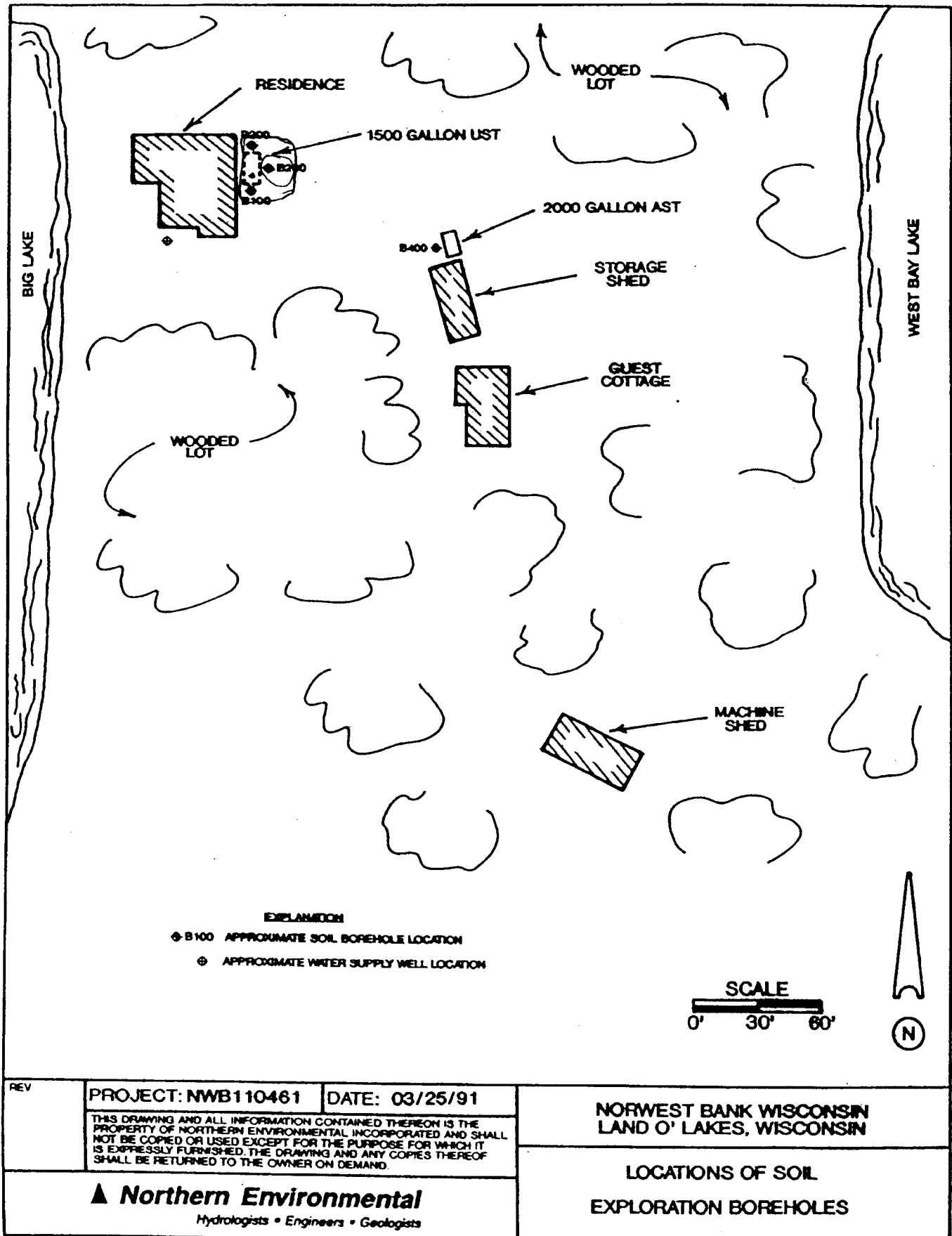
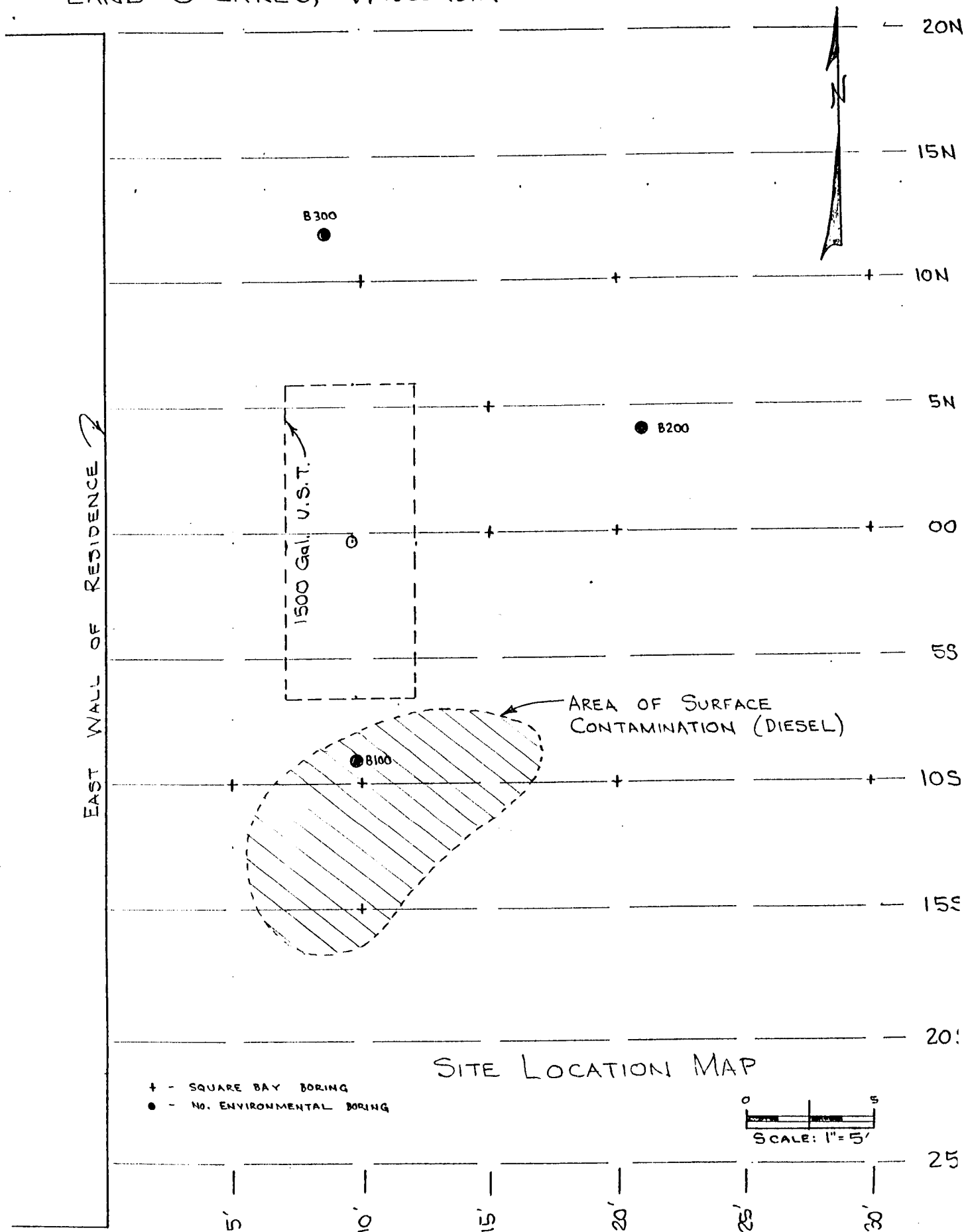


FIGURE 3



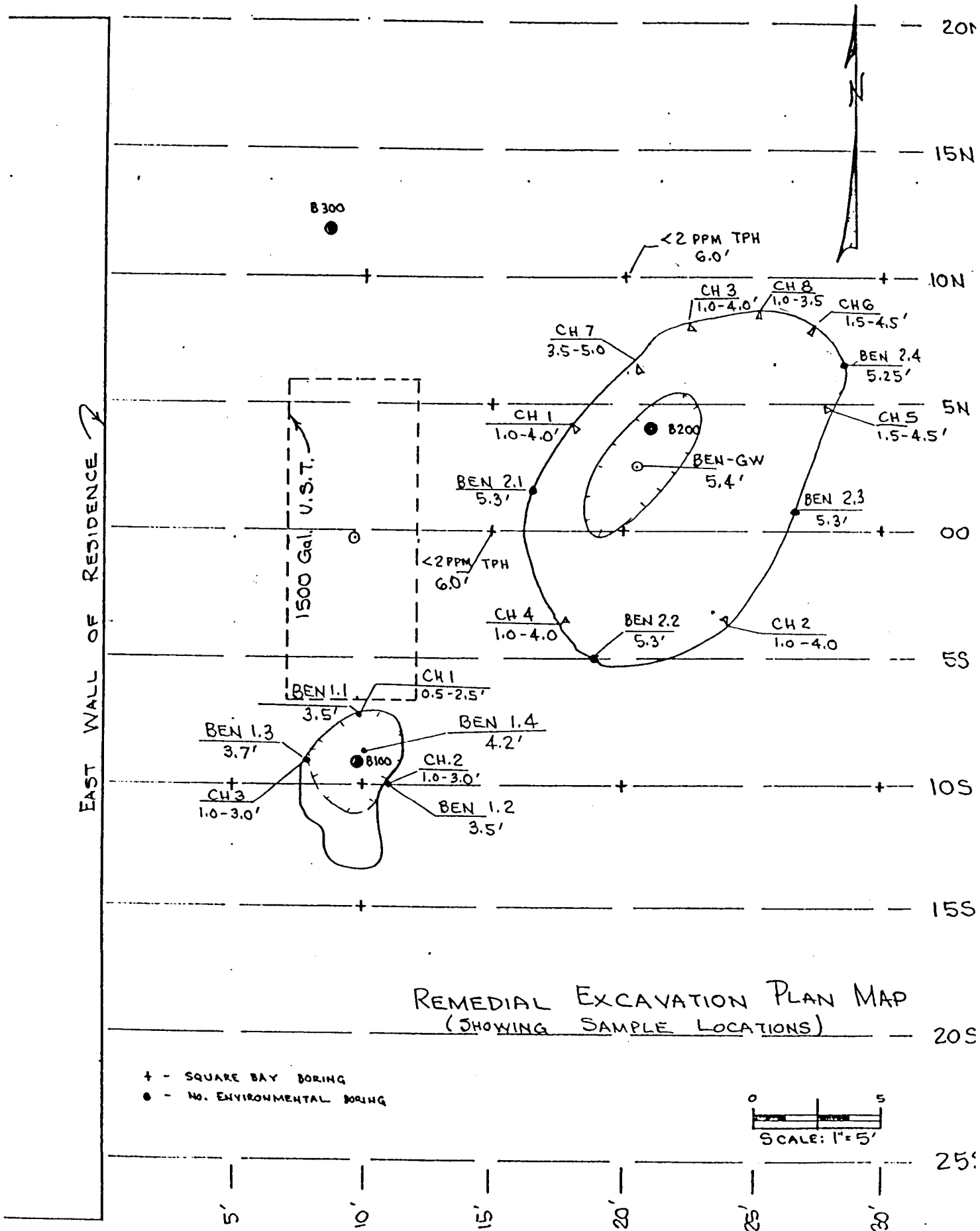
# EAGLE'S NEST ISLAND LAND O' LAKES, WISCONSIN

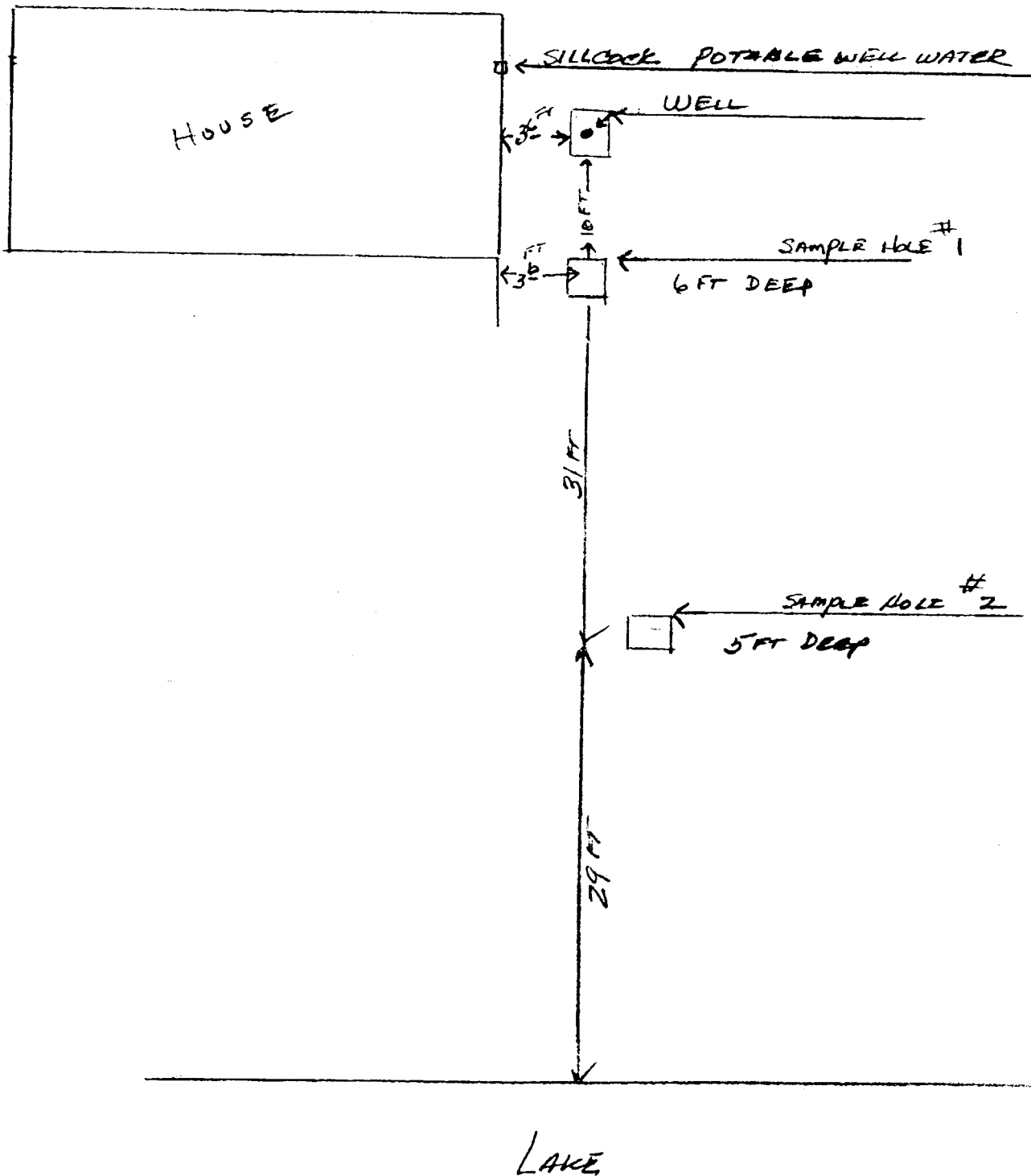


SITE LOCATION MAP

# EAGLE'S NEST ISLAND LAND O' LAKES, WISCONSIN

Figure 1





### Map Showing Groundwater Sample Locations June, 2003

**Table 1:**  
**Groundwater Laboratory Results**

Eagle's Nest Island  
Land O' Lakes, WI

Table Explanation

nd	Not detected w/detec. limit <ES
<5.5	Not detected w/detec. limit >ES
NA	Not analyzed
75	Exceeds WDNR Enforcement Standards

<i>WELL IDENTIFICATION</i>	Potable	No. 1	No.2	<i>Current NR 140 Standards</i>	
<i>DATE SAMPLED</i>	6/1/03				
<i>ANALYTE</i>					
<i>VOC</i> (ppb)				ES	PAL
Benzene	nd	nd	nd	5	0.5
Toluene	nd	nd	nd	1000	200
Ethylbenzene	nd	nd	nd	700	140
Total Xylenes (calculated)	nd	nd	nd	10,000	1,000
M/P-Xylene	nd	nd	nd	none est.	
O-Xylene	nd	nd	nd	100	10
MTBE	nd	nd	nd	60	12
1,2,4-Trimethylbenzene	nd	nd	nd	none est.	
1,3,5-Trimethylbenzene	nd	nd	nd	none est.	
Total Trimethylbenzenes	nd	nd	nd	480	96
Naphthalene	nd	NA	NA	40	8
n-Butylbenzene	nd	NA	NA	none est.	
<i>PAHs</i> (ppb)					
Chrysene	NA	0.072	nd	0.2	0.02
Fluorene	NA	0.041	nd	400	80
1-Methylnaphthalene	NA	0.030	nd	none est.	
2-Methylnaphthalene	NA	0.14	0.12	none est.	
Phenanthrene	NA	0.052	0.051	none est.	

Pit #1					
<u>Sample</u>	<u>Location</u>	<u>Time</u>	<u>Depth (feet)</u>	<u>HNu (ppmv )</u>	<u>DRO (mg/kg)</u>
A	7S, 10E	8:39	2.1	1.0	--
B	7S, 10E	8:58	3.2	1.8	--
C	7S, 10E	9:07	3.8	1.5	--
CH-1	7S, 9E	9:39	0.5-2.5	1.9	--
CH-2	10S, 11E	10:02	1.0-3.0	1.5	--
CH-3	9S, 8E	10:17	1.0-3.0	1.0	--
BEN 1.1	7S, 10E	9:39	3.5	1.5	<5
BEN 1.2	10S, 11E	10:02	3.5	1.5	<5
BEN 1.3	9S, 8E	10:17	3.7	1.1	<5
BEN 1.4	9S, 10E	10:35	4.2	0.8	ND* (PVOC)

Pit #2					
<u>Sample</u>	<u>Location</u>	<u>Time</u>	<u>Depth (feet)</u>	<u>HNu (ppmv )</u>	<u>DRO (mg/kg)</u>
A	00, 25E	11:05	4.5	14.8	--
CH1	4N, 18E	11:22	1.0-4.0	1.6	--
CH2	4S, 23.5E	11:37	1.0-4.0	0.9	--
CH3	7.5N, 21E	11:55	1.0-4.0	1.7	--
CH4	4S, 18E	12:22	1.0-4.0	1.3	--
CH5	5N, 28E	12:26	1.5-4.5	1.5	--
CH6	8N, 27E	12:30	1.5-4.5	1.0	--
CH7	6N, 22E	12:34	3.5-5.0	0.6	--
CH8	7N, 25.5E	12:37	1.0-3.5	0.8	--
BEN 2.1	2N, 17E	12:49	5.3	1.3	230
BEN 2.2	5S, 19E	13:10	5.3	0.9	<5
BEN 2.3	1N, 27E	13:17	5.3	1.1	<5
BEN 2.4	7N, 28E	13:30	5.25	0.9	<5
BEN-GW	3N, 21E	13:43	5.4	-	11 mg/l

The analytical results for the samples from the remedial excavation and the chain of custody form are attached as Appendix A and Appendix B, respectively.

Table 1

**BALDASSARI PROPERTY**  
**Field and Laboratory Results**

Also see  
APP

Sample Description	Location	HNU Reading (ppmv)	Lab Results (TPH as diesel) (mg/kg)
10N-30-3	10' N, 30' E, 3' below surface	1.2	---
10N-30-5	10' N, 30' E, 5' below surface	3.4	---
10N-20-1	10' N, 20' E, 1' below surface	1.8	---
10N-20-3	10' N, 20' E, 3' below surface	0.2	---
10N-20-5	10' N, 20' E, 5' below surface	1.8	---
10N-20-6	10' N, 20' E, 6' below surface	1.2	<2.0
10N-10-1	10' N, 10' E, 1' below surface	1.6	---
10N-10-2.5	10' N, 10' E, 2.5' below surface	2.2	---
10N-10-4	10' N, 10' E, 4' below surface	1.2	---
5N-15-1	5' N, 15' E, 1' below surface	1.0	---
5N-15-4	5' N, 15' E, 4' below surface	0.4	---
5N-15-6	5' N, 15' E, 6' below surface	0.2	---
00-30-1	Even w/tank, 30'E, 1' below surf.	1.1	---
00-30-3	Even w/tank, 30'E, 3' below surf.	0.3	---
00-30-5	Even w/tank, 30'E, 5' below surf.	0.0	---
00-30-6	Even w/tank, 30'E, 6' below surf.	0.2	<2.0
00-20-1	Even w/tank, 20'E, 1' below surf.	0.0	---
00-20-2	Even w/tank, 20'E, 2' below surf.	0.2	---
00-15-2	Even w/tank, 15'E, 2' below surf.	0.3	---
00-15-5	Even w/tank, 15'E, 5' below surf.	0.5	<2.0
10S-30-1	10' S, 30' E, 1' below surface	3.1	---
10S-30-3	10' S, 30' E, 3' below surface	3.6	---
10S-30-5	10' S, 30' E, 5' below surface	3.5	---
10S-20-1	10' S, 20' E, 1' below surface	3.6	---
10S-20-3	10' S, 20' E, 3' below surface	3.7	---
10S-20-4.5	10' S, 20' E, 4.5' below surface	3.8	---
10S-10-1	10' S, 10' E, 1' below surface	13.1 *	440
10S-10-3.25	10' S, 10' E, 3.25' below surface	1.6	---
10S-5-1	10' S, 5' E, 1' below surface	0.1	---
15S-10-2	15' S, 10' E, 2' below surface	14.0 *	---
15S-10-3.25	15' S, 10' E, 3.25' below surface	2.8	---
15S-10-5	15' S, 10' E, 5' below surface	0.6	<2.0

\* Samples with obvious fuel oil odor.

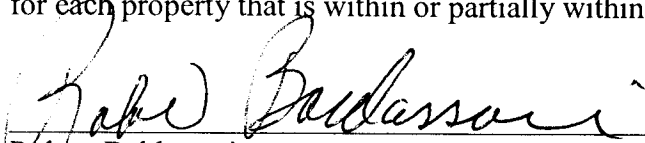
Table 1 - Summary of Laboratory and Field Soil Analysis, Eagle's Nest Island, 7233 Big Lake Road, Land O' Lakes, Wisconsin

Sample Label	Depth (feet)	Date Collected	PID Headspace Analysis			Results of Laboratory Analysis		Sample Odor	Sample Description	Approximate Sample Location
			Time Collected	Time Analyzed	PID Response (ppm)	TPH (ppm)				
Borehole B100										
S101	0.0 - 2.5	03/13/91	0945	1051	55.0	3000	Diesel	Reddish brown silty sand	South of UST	
S102	5.5 - 6.0	03/13/91	1012	1052	31.0		Diesel	Reddish brown silty sand	South of UST	
S103	6.0 - 6.5	03/13/91	1020	1053	16.0		Slight diesel	Reddish brown silty sand	South of UST	
Borehole B200										
S201	2.0 - 2.5	03/13/91	1050	1156	40.0		Diesel	Reddish brown silty sand	East of UST	
S202	4.5 - 5.0	03/13/91	1110	1157	118.0		Strong diesel	Reddish brown silty sand	East of UST	
S203	5.5 - 6.0	03/13/91	1125	1158	145.0	3700	Strong diesel	Reddish brown silty sand	East of UST	
Borehole B300										
S301	2.5 - 3.0	03/13/91	1140	1250	15.0		Earthy	Brownish-red silty sand	North of UST	
S302	4.0 - 4.5	03/13/91	1155	1251	14.0		Earthy	Brownish-red silty sand	North of UST	
S303	5.5 - 6.0	03/13/91	1210	1252	4.6		Earthy	Brownish-red silty sand	North of UST	
Borehole B400										
S401	2.5 - 3.5	03/13/91	1315	1510	4.7	ND	Earthy	Dark reddish-brown silty sand	West of AST	

NOTE: ND = Not Detected  
ppm = parts per million

**STATEMENT REGARDING LEGAL DESCRIPTION OF PROPERTY WITHIN  
THE CONTAMINATED SITE BOUNDARIES**

I, Robert Baldassari, owner of the Eagle's Nest Island property located at 7233 Big Lake Road in Land O' Lakes, Wisconsin, believe that the legal description has been attached for each property that is within or partially within the contaminated site boundary.

  
Robert Baldassari, owner

8-20-03  
Date